

# County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION LOS ANGELES, CALIFORNIA 90012 (213) 974-1101 http://ceo.lacounty.gov

June 17, 2008

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

**Dear Supervisors:** 

Board of Supervisors GLORIA MOLINA First District

YVONNE B. BURKE Second District

ZEV YAROSLAVSKY Third District

DON KNABE Fourth District

MICHAEL D. ANTONOVICH

DEPARTMENT OF PUBLIC HEALTH: APPROVAL TO ACCEPT A NOTICE OF GRANT AWARD FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION AND TO EXECUTE TWO CONTRACT AMENDMENTS FOR THE COMPREHENSIVE SEXUALLY TRANSMITTED DISEASE PREVENTION SYSTEMS PROJECT (ALL SUPERVISORIAL DISTRICTS)

(3 VOTES)

#### SUBJECT

This action seeks approval to accept grant funds to support the Comprehensive Sexually Transmitted Disease Prevention Systems Project for Calendar Year 2008 and future calendar years through 2010 and to execute amendments with AIDS Healthcare Foundation and Los Angeles Gay and Lesbian Center for case finding and treatment services for syphilis and other sexually transmitted diseases.

#### IT IS RECOMMENDED THAT YOUR BOARD:

 Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept and execute the Notice of Award (NA) Grant Award Number 5H25PS904366-17 (Exhibit I), from the Centers for Disease Control and Prevention (CDC) to support the Comprehensive Sexually Transmitted Disease Prevention Systems (CSPS) Project for Calendar Year (CY) 2008, in the amount of \$2,886,195, which is 70 percent of the total anticipated Financial Assistance for CY 2008 (\$4,123,136) and \$573,659 in Direct Assistance.

- 2. Delegate authority to the Director of DPH, or his designee, to accept and execute future awards and/or amendments, which are consistent with the requirements of the NA Grant Award Number H25PS904366-17 from the CDC, that provide for the remaining 30 percent in Financial Assistance anticipated to be in the amount of \$1,236,941, contingent upon CDC's appropriation of the remaining CY 2008 funding, subject to review and approval by County Counsel and the Chief Executive Office and notification to the Board offices.
- 3. Delegate authority to the Director of DPH, or his designee, to accept and execute future awards and/or amendments, which are consistent with the requirements of the NA Grant Award Number H25PS904366-17 from the CDC, that provides for the extension of the NA Agreement term and acceptance of funding for CYs 2009 and 2010, subject to review and approval by County Counsel and the Chief Executive Office and notification to the Board offices.
- 4. Delegate authority to the Director of DPH, or his designee, to accept and execute future amendments, which are consistent with the requirement of the NA Grant Award Number H25PS904366-17 from the CDC for CYs 2008, 2009, and 2010, to accept rollover funds or to increase or decrease funding up to 25 percent of each CY's base award, subject to review and approval by County Counsel and the Chief Executive Office and notification to the Board offices.
- 5. Authorize the Director of DPH, or his designee to execute Amendment Number 2, substantially similar to Exhibit II, to Agreement H-701797 with AIDS Healthcare Foundation (AHF) to provide Sexually Transmitted Disease (STD) screening, treatment, case finding, and education services that shall extend the term of the Agreement effective July 1, 2008, through June 30, 2009, with provisions for two one-year automatic renewal periods through June 30, 2011, at a total maximum obligation of \$994,500 (\$180,000 from NA Grant Award Number 5H25PS904366-17 and \$814,500 in net County cost (NCC)) over the three year period.
- 6. Authorize the Director of DPH, or his designee, to execute Amendment Number 2, substantially similar to Exhibit III, to Agreement H-701701 with Los Angeles Gay and Lesbian Center (LAGLC) to provide STD screening, treatment, case finding and education services that shall extend the term of the Agreement effective July 1, 2008, through June 30, 2009, with provisions for two one-year automatic renewal periods through June 30, 2011, at a total maximum obligation of \$1,260,759 (\$260,259 from NA Grant Award Number 5H25PS904366-17 and \$1,000,500 in NCC) over the three year period.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendation actions will allow DPH to: 1) accept grant funds from the CDC to support the STD Program in the design, implementation, and evaluation of comprehensive STD prevention systems that deal with Healthy People 2010 STD focus areas aimed at addressing health disparities among racial and ethnic minority populations during CY 2008 and 2) execute contract amendments to continue case finding and treatment services for STDs by promoting partner notification through print and electronic media.

#### Implementation of Strategic Plan Goals

These actions support Goal 6, Community Services and Goal 7, Health and Mental Health of the County Strategic Plan by supporting the CSPS and the Prevention of STD Related Infertility and Syphilis Elimination Projects which provide for STD screening, treatment, case finding, and education services.

#### FISCAL IMPACT/FINANCING

The total estimated CSPS Project cost for CY 2008 is \$4,696,795. Of this amount, \$4,123,136 will be funded by the CDC under the CY 2008 NA Grant Awards and \$573,659 will be provided by the CDC via Direct Assistance.

The amount of funding to be received under NA Grant Award Number 5H25PS904366-17 is 70 percent of the full year award amount and is equal to \$2,886,195. DPH expects to receive notice regarding the remaining 30 percent of the CY 2008 award from the CDC by the end of October 2008.

Under Amendment Number 2 to Agreement Number H-701797 with AHF, the total maximum obligation over the three year period will be \$994,500 (\$180,000 from NA Grant Award Number 5H25PS904366-17 and \$814,500 in NCC).

Under Amendment Number 2 to Agreement Number H-701701 with LAGLC, the total maximum obligation over the three year period will be \$1,260,759 (\$260,259 from NA Grant Award Number 5H25PS904366-17 and \$1,000,500 in NCC).

Funding is included in DPH's Fiscal Year (FY) 2007-08 Final Adopted Budget, FY 2008-09 Proposed Budget, and will be requested in future FYs, as necessary.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

#### Grant

On September 14, 2004, DPH's STD Program submitted an application to the CDC for funding of the CSPS Project and for the Prevention of STD Related Infertility and Syphilis Elimination Project for the period of January 1, 2005 through December 31, 2008.

On December 18, 2007, CDC issued to DPH STD Program the NA Grant Number 5H25PS904366-17 for CY 2008. Upon receipt of the additional remaining funds, DPH will accept funding under delegated authority.

#### **Amendments**

The Agreements with AHF and LAGLC are effective October 1, 2005, through June 30, 2008. The recommended amendments to these Agreements will extend the term effective July 1, 2008, through June 30, 2009, with provisions for two one-year automatic renewal periods through June 30, 2011.

Attachment A is the Grant Management Statement for grants exceeding \$100,000.

County Counsel has approved Exhibits I, II, and III as to form.

#### CONTRACTING PROCESS

On September 27, 2005, your Board approved delegated authority to the Director of the Department of Health Services (DHS now DPH), or his designee, to sign agreements with AHF and LAGLC effective October 1, 2005, through June 30, 2006, with provisions for two 12-month automatic renewals through June 30, 2008, for the provision of STD screening, treatment case finding, and education services, at a total program cost of \$206,500 in NCC for AHF and \$355,253 for LAGLC partially offset by \$86,753 in CDC CSPS grant funds and \$268,500 in NCC, each subject to approval of County Counsel and the Chief Executive Office.

On October 16, 2007, your Board approved Amendment Number 1 to Agreement Number H-701797 with AHF and Amendment Number 1 to Agreement Number H-701701 with LAGLC to provide for the implementation of a new community-based public health investigation model utilizing disease intervention specialist community workers recruited from the affected areas to enhance and expand case finding and treatment services by promoting partner notification through print and electronic media.

Existing County policy and procedures require the timely submission of contracts for Board approval. However, this request for approval of these amendments was not scheduled for placement on the Board's agenda three weeks prior to its effective date as required due to the large number of agreements scheduled to expire at the end of the FY.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommend actions will ensure that the CSPS Project, the Prevention of STD Related Infertility and Syphilis Elimination Project, and the services provided by AHF and LAGLC will continue uninterrupted.

#### CONCLUSION

When approved, DPH requires four signed copies of your Board's action.

Respectfully submitted,

WILLIAM T FUJIOKA Chief Executive Officer

WTF: SRH:SAS MLM:RFM:yb

Attachments (4)

c: County Counsel
Director and Health Officer, Department of Public Health

061708\_DPH\_STD Prevention Prgm

# Los Angeles County Chief Executive Office Grant Management Statement for Grants Exceeding \$100,000

| Grant Project Title and Description  Comprehensive STD Prevention Systems (CSPS), Prevention of STD Related Infertility, and Syphilis Elimination - The purpose of the program is to suport STD programs in designing, implementing, and evaluating Comprehensive STD Prevention Systems, including applicable initiatives and strategies to (1) the Infertility Prevention Program (IPP); (2) the Syphillis Elimination Program (SE); and (3) the Gonoccocal Isolate Surveillance Project (GISP) to monitor gonoccocal resistance to multiple antibotics. |                           |                  |                       |                |                     |                 |           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------|-----------------------|----------------|---------------------|-----------------|-----------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                           |                  |                       | Funding Agency | Program (Fed. Grant | #/State Bill or | · Code #) |
| CDC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 5H25/PS904366-17          |                  |                       | Date o         | of Boa              | ard Ap          | proval    |
| Total Amount of Grant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Funding: \$2,886,195      |                  | County Match Requ     | iireme         | nts                 | -0-             |           |
| Grant Period: 1 year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Begin Date:               | 1-1-08           | End Date              | <b>:</b>       | 12-3                | 31-08           |           |
| Number of Personnel H                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ired Under this Grant:    | 3                | Full Time             | 3              | Part                | Time            | 0         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Obligations Imposed of    | on the County    | When the Grant Exp    | oires          |                     |                 |           |
| <br>Will all personnel hired                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | for this program be info  | rmed this is a g | rant funded program?  | Yes            | X                   | No              |           |
| Will all personnel hired                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | for this program be plac  | ed on temporar   | y ("N") items?        | Yes            | X                   | -<br>No         |           |
| Is the County obligated                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | to continue this program  | after the grant  | expires               | Yes            |                     | -<br>No         | X         |
| If the County is not obli                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | gated to continue this pr | ogram after the  | grant expires, the De | partme         | nt wi               | -<br>11:        |           |
| a). Absorb the program                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | cost without reducing or  | ther services    |                       | Yes            | _                   | No              | X         |
| b). Identify other revenu                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ie sources                |                  |                       | Yes            | X                   | No              |           |
| (Describe) Apply                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | for other grants as appro | priate.          |                       |                |                     |                 |           |
| c). Eliminate or reduce,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | as appropriate, position  | s/program costs  | funded by this grant. | Yes            | <u>X</u> _          | _No             |           |
| Impact of additional per                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | sonnel on existing space  | :: NONE          |                       |                |                     |                 |           |
| Other requirements not                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | mentioned above NO        | T APPLICABL      | E                     |                | -                   |                 |           |
| Department Head Signa                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                           | 69               |                       | Dat            | <u>.</u> ۲-         | 160             | Ŷ         |



Notice of Award

Issue Date: 12/18/2007

RESOURCE PROGRAMS Department of Health and Human Services Centers for Disease Control





Grant Number: 5H25PS904366-17

Principal Investigator(s): PETER R KERNDT

Project Title: COMPREHENSIVE STD PREVENTION SYSTEMS (CSPS)

Belinda Snguon County of Los Angeles Public Health Grants Manager 5555 Ferguson Dive, #100-50 COMMERCE, CA 90022

Budget Period: 01/01/2008 - 12/31/2008 Project Period: 01/01/1990 - 12/31/2008

Dear Business Official:

The Centers for Disease Control hereby awards a grant in the amount of \$2,886,195 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to LOS ANGELES COUNTY HEALTH DEPARTMENT in support of the above referenced project. This award is pursuant to the authority of PHS ACT, SECT. 318 (42U.S.C. SEC 247C) and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

Award recipients are strongly encouraged to submit to PubMed Central (PMC), upon acceptance for publication, an electronic version of peer-reviewed, original research publications, resulting from research supported in whole or in part, with direct costs from Centers for Disease Control. The author's final manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process. For additional information, please visit http://publicaccess.nih.gov/.

If you have any questions about this award, please contact the individual(s) referenced in Section

Sincerely yours,

### Roslyn Curington

Rostyn Curington Grants Management Officer NATIONAL CENTER FOR HIV, VIRAL HEPATITIS, STDS AND TB PREVENTION

Additional information follows

#### SECTION I - AWARD DATA - 5H25PS904366-17

#### Award Calculation (U.S. Dollars)

| Federal Direct Costs       | \$2,886,195 |
|----------------------------|-------------|
| Approved Budget            | \$2,886,195 |
| Federal Share              | \$2,886,195 |
| TOTAL FEDERAL AWARD AMOUNT | \$2,886,195 |

#### AMOUNT OF THIS ACTION (FEDERAL SHARE)

\$2,886,195

**Fiscal Information:** 

CFDA Number: EIN: 93.977 1956000927A1

Document Number:

0CCH904366

| IC | CAN     | 2008        |
|----|---------|-------------|
| PS | 9212340 | \$1,221,925 |
| PS | 9212431 | \$812,429   |
| PS | 9212482 | \$148,436   |
| PS | 9212903 | \$4,689     |
| PS | 9217701 | \$698,716   |

| SUMMARY TOTALS FOR ALL YEARS |             |                   |
|------------------------------|-------------|-------------------|
| YR                           | THIS AWARD  | CUMULATIVE TOTALS |
| 17                           | \$2,886,195 | \$2,886,195       |

#### CDC Administrative Data:

PCC: N / OC: 4151

#### SECTION II - PAYMENT/HOTLINE INFORMATION - 5H25PS904366-17

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

#### SECTION III - TERMS AND CONDITIONS - 5H25PS904366-17

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

This award is funded by the following list of institutes. Any papers published under the auspices of this award must cite the funding support of all institutes.

National Center For Hiv, Viral Hepatitis, Stds And Tb Prevention (PS)

Treatment of Program Income: Additional Costs

SECTION IV - PS Special Terms and Conditions - 5H25PS904366-17

Funding Opportunity Announcement Number (FOA): PS05-004 Award Number: 5 H25/PS904366-17 Approval List Number: C0-017-R08

#### TERMS AND CONDITIONS OF THIS AWARD

NOTE 1: INCORPORATION. Funding Opportunity/Program Announcement Number PS05-004 titled Comprehensive STD Prevention Systems Projects, Prevention of STD-Related Infertility, Syphilis Elimination, and Gonococcal Isolate Surveillance Project (CSPS), additional requirements; the application (Interim Progress Report) dated August 17, 2007 and revised budget are made a part of this award by reference.

NOTE 2: FY 2008 BUDGET. We are operating under a continuing resolution and as a result the total available funding for the FY 2008 twelve month budget period (January 1, 2008 through December 31, 2008), is contingent on the approval of the appropriation bill. Your anticipated 12 month budget amount is \$4,123,136 in Financial Assistance (FA).

NOTE 2.a.: This award reflects 70% of your anticipated total 12 month budget for the Financial Assistance (FA). Funding is approved for the following components:

CSPS - \$ 1,221,925; HIV - \$ 148,436; IPP - \$ 698,716; SE - \$ 812,429; GISP - \$ 4,689

Total FA awarded: \$ 2,886,195

NOTE 2.b: DISTRIBUTION OF DIRECT ASSISTANCE. Direct assistance is awarded in the amount of \$573,659 for Personnel Costs for the period January 1, 2008 through September 30, 2008.

NOTE 3: INDIRECT COSTS: Indirect costs are applied to this award.

NOTE 4: PROGRAM INCOME: Any program income generated under this cooperative agreement will be used in accordance with the additional cost alternative. The disposition of program income must have written prior approval from the Grants Management Officer.

Additional Costs Alternative—Used for costs that are in addition to the allowable costs of the project for any purposes that further the objectives of the legislation under which the cooperative agreement was made. General program income subject to this alternative shall be reported on lines 10r and 10s, as appropriate, of the FSR (Long Form).

NOTE 5: REPORTING REQUIREMENTS:

NOTE 5.a. Annual Financial Status Report (FSR, SF 269 or SF 269A). The FSR for this budget

period is due to the Grants Management Specialist by March 31, 2009. Reporting timeframe is January 1, 2008 through December 31, 2008. The FSR should only include those funds authorized and actually expended during the timeframe covered by the report. If the FSR is not finalized by the due date, an interim FSR must be submitted, marked not final, and an amount of unliquidated obligations should be annotated to reflect unpaid expenses. Electronic versions of the form can be downloaded into Adobe Acrobat and completed on-line by visiting: http://www.whitehouse.gov/omb/grants/sf269a.pdf.

#### NOTE 5, b. Progress Reporting:

NOTE 5.b.i. The Semi-Annual Progress Report will serve as your non-competing continuation application. A specific due date and guidance will be provided by the Grants Management Specialist at a later time. Reporting timeframe is January 1, 2008 through June 30, 2008. The report must contain the following information:

- a. Status/Progress of Current Budget Period Goals and Objectives. Also include key organizational changes, key staff changes, and an implementation plan.
- b. Current Budget Period Financial Progress and amount of estimated unobligated balances.
- c. New Budget Period Program Proposed Activity Objectives and Timelines. Ensure Objectives are specific, measurable, appropriate, realistic, and time-phased.
- d. Measures of Effectiveness.
- e. Additional Requested Information. Data tables are required for the first six months for the budget period including Table 1, Table 2, Table 3, and Table 4.
- f. Detailed Line-Item Budget and Justification

Use the SF 424 forms. Click on the following link to access the forms. http://www.whitehouse.gov/omb/grants/grants\_forms.html

Follow the CDC Budget Guidelines for Budget details and justification. Click on the following link to access the Budget Guidelines, http://www.cdc.gov/od/pgo/funding/grantmain.htm

NOTE 5.b.ii: The Annual Progress Report (APR) will be due no later than 90 days after the end of the budget period, March 31, 2009. Programmatic guidance will be provided at a later date. Reporting timeframe is January 1, 2008 through December 31, 2008. The annual progress should include the following elements:

NOTE 5.b ii.1: Progress in executing goals and meeting objectives f the Cooperative Agreement.

REVISED REQUIREMENT, PARA-IV.5: - SYPHILIS ELIMINATION.

- HMAs may use funds for infrastructure development to support syphilis elimination activities.
- 2. Fifteen percent of funds must be awarded to community organizations that serve affected populations. Community organizations are those that are within reasonably circumscribed geographic areas in which there is a sense of interdependence and belonging. These organizations have access to, and history and social credibility with, persons and groups affected by syphilis. They are able to provide culturally competent and relevant interventions. Grantees must report on activities of these funded organizations in future project period progress reports.

NOTE 5.b.ii.2: Any problems encountered in executing the proposed activities and meeting objectives of the Grant.

NOTE 5.b.ii.3: Other pertinent information including, when appropriate, analysis and explanation of performance costs significantly higher than expected.

The Final Progress Report is required no later than 90 days after the end of the project period, March 31, 2009. All manuscripts published as a result of the work supported in part or whole by the cooperative agreement will be submitted with the progress reports.

An original signed and two copies of all reports must be submitted to the Grants Management

#### Specialist.

NOTE 6: CORRESPONDENCE: ALL correspondence (including emails and faxes) regarding this award must be dated, identified with the AWARD NUMBER as shown at the top left of this page, and include a point of contact (name, phone, fax, and email). All correspondence should be addressed to the Grants Management Specialist.

NOTE 7: PRIOR APPROVAL: All requests, which require prior approval, must bear the signature of an authorized official of the business office of the grantee organization as well as the principal investigator or program or project director named on this notice of award. The request must be postmarked no later than 120 days prior to the end date of the current budget period. Any requests received that reflect only one signature will be returned to the grantee unprocessed. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

Prior approval is required but is not limited to the following types of requests: 1) Use of unobligated funds from prior budget period (Carryover); 2) Lift funding restriction, withholding, or disallowance, 3) Redirection of funds, 4) Change in Contractor/Consultant; 5) Supplemental funds; 6) Response to Technical Review, or 7) Change in Key Personnel.

NOTE 8: KEY PERSONNEL: In accordance with 45 CFR Part 92, CDC recipients shall obtain prior approval from CDC for (1) Change in the project director or principal investigator or other key persons specified in the application or award document, and (2) the absence for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

NOTE 9: INVENTIONS: Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR 401.14.

NOTE 10: PUBLICATIONS: Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, such as:

This publication (journal article, etc.) was supported by the Cooperative Agreement Number above from The Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention.

#### NOTE 11: CONFERENCE DISCLAIMER AND USE OF LOGOS:

Disclaimer: Where a conference is funded by a grant or cooperative agreement, a subgrant or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites:

Funding for this conference was made possible (in part) by the cooperative agreement award number above from the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government

Logos: Neither the HHS nor the CDC logo may be displayed if such display would cause confusion as to the source of the conference or give the false appearance of Government endorsement. A non-federal entity's unauthorized use of the HHS name or logo is governed by U.S.C. 1320b-10, which prohibits the misuse of the HHS name and emblem in written communication. The appropriate use of the HHS logo is subject to the review and approval of the Office of the Assistant Secretary for Public affairs (OASPA). Moreover, the Office of the Inspector General has authority to impose civil monetary penalties for violations (42 C.F.R. Part 1003). Neither the HHS nor the CDC logo can be used on conference materials, under a grant, cooperative agreement, contract or cosponsorship agreement without the expressed, written consent of either the Project Officer or the Grants Management Officer. It is the responsibility of the grantee (or recipient of funds under a cooperative agreement) to request consent for the use of the logo in sufficient detail to assure a complete depiction and disclosure of all uses of the Government logos, and to assure that in all cases of the use of Government logos, the written consent of either the Project Officer or the Grants Management Officer has been received.

NOTE 12: EQUIPMENT AND PRODUCTS: To the greatest extent practicable, all equipment and

products purchased with CDC funds should be American-made. CDC defines equipment as Tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

NOTE 13: ACKNOWLEDGMENT OF FEDERAL SUPPORT: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

NOTE 14: INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toil-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to:

Office of the Inspector General Department of Health and Human Services Attention: HOTLINE 330 Independence Ave., SW Washington DC 20201

Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This NOTE replaces the Inspector General Contact information cited in previous notice of award.

#### NOTE 15: PAYMENT INFORMATION:

#### Automatic Drawdown

Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS is administered by the Division of Payment Management, Program Support Center, and HHS. PMS will forward the DHHS Manual for Recipients Financed under the Payment Management System (PMS), PMS-270 and PMS-272 forms.

a. PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows:

Division of Payment Management FMS/PSC/HHS P.O. Box 6021 Rockville, MD 20852

b. If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:

Division of Payment Management FMS/PSC/HHS Rockwall Building #1, Suite 700 11400 Rockville Pike Rockville, MD 20852

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

NOTE 16: AUDIT REQUIREMENT: An organization that expends \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations. The audit must be completed along with a data collection form, and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

Should you have questions regarding the submission or processing of your Single Audit Package, contact the Federal Audit Clearinghouse at: (301) 763-1551, (800) 253-0696 or email: govs.fac@census.gov. The grantee is to ensure that the sub-recipients receiving CDC funds also meet these requirements (if total Federal grant or cooperative agreement funds received exceed \$500,000). The grantee must also ensure that appropriate corrective action is taken within six months after receipt of the sub-recipient audit report in instances of non-compliance with Federal law and regulations. The grantee is to consider whether sub-recipient audits necessitate adjustment of the grantee's own accounting records. If a sub-recipient is not required to have a program-specific audit, the Grantee is still required to perform adequate monitoring of sub-recipient activities, The grantee is to require each sub-recipient to permit independent auditors to have access to the sub-recipient's records and financial statements. The grantee should include this requirement in all sub-recipient contracts.

#### NOTE 17: CDC CONTACT NAMES:

**Business and Grants Policy Contact** 

Arthur C. Lusby, Grants Management Specialist Centers for Disease Control and Prevention, Acquisition and Assistance Branch 1
Procurement and Grants Office (PGO)
2920 Brandywine Road, Mail Stop E-15
Atlanta, GA 30341-4146
Telephone: (404) 639-8010
Fax: (404) 639-8095
Email: cmx3@cdc.gov

Programmatic and Technical Contact

David Byrum, Program Consultant
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DSTD Prevention/Program Development and Support Branch
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# SPREADSHEET SUMMARY GRANT NUMBER: 5H25PS904366-17

#### INSTITUTION: LOS ANGELES COUNTY HEALTH SERVICES DEPT

| Budget                      | Year 17     |
|-----------------------------|-------------|
| Salaries and Wages          | \$1,532,341 |
| Fringe Benefits             | \$703,055   |
| Supplies                    | \$6,569     |
| Travel Costs                | \$15,120    |
| Other Costs                 | \$132,565   |
| Consortium/Contractual Cost | \$496,545   |
| TOTAL FEDERAL DC            | \$2,886,195 |
| TOTAL FEDERAL F&A           |             |
| TOTAL COST                  | \$2,886,195 |

# SEXUALLY TRANSMITTED DISEASE SCREENING, TREATMENT, CASE FINDING, AND EDUCATIONAL SERVICES AGREEMENT

#### Amendment No. 2

|    | THIS AMENDMENT is made and enter | ered into this day                                   |  |
|----|----------------------------------|------------------------------------------------------|--|
| of | , 2008,                          |                                                      |  |
|    | by and between                   | COUNTY OF LOS ANGELES (hereafter "County"),          |  |
|    | and                              | AIDS HEALTHCARE FOUNDATION (hereafter "Contractor"). |  |

WHEREAS, reference is made to that certain document entitled "SEXUALLY TRANSMITTED DISEASE SCREENING, TREATMENT, CASE FINDING, AND EDUCATIONAL SERVICES AGREEMENT", dated October 1, 2005, and further identified as Agreement No. H-701797, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, on May 30, 2006, the County of Los Angeles Board of Supervisors approved separating Public Health from the Department of Health Services ("DHS"), creating a new Department of Public Health ("DPH") effective as of July 6, 2006; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend the term and make other hereafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. This Amendment shall be effective July 1, 2008.
- 2. Paragraph 1, TERM, subparagraph 1, of the Agreement body, shall be revised to read as follows:
  - "1. TERM: The term of this Agreement shall commence on October 1, 2005, and shall remain in full force and effect to, and including, June 30, 2009. This Agreement shall be thereafter automatically renewed for two additional twelve (12) month periods, effective July 1, 2009 through June 30, 2010, and July 1, 2010 through June 30, 2011, subject to the availability of County and/or Federal funding. If such County and/or Federal funding is not forthcoming, this Agreement shall terminate June 30, 2009."
- 3. Paragraph 2, DESCRIPTION OF SERVICES, of the Agreement body, shall be revised to read as follows:
  - "2. <u>DESCRIPTION OF SERVICES</u>: Contractor shall provide the services described in Exhibits "A", "B", "C", "D.1", "D.2", "D.3", "E.1", "E.2", "E.3", "F.1", "F.2", and "F.3", Scopes of Work, attached hereto and incorporated herein by reference during the term of this Agreement. Services shall be provided to persons who live within the County of Los Angeles who suffer from or are suspected of suffering from sexually transmitted diseases. County approved supplies provided pursuant to this Agreement shall be used solely for the detection and treatment of sexually transmitted diseases. The program under which these services shall be provided is the Sexually Transmitted Disease Control Program (hereafter "Program")."
- 4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, of the Agreement body, shall be revised to add subparagraphs 4, 5, and 6 as follows:

"3. During the period effective July 1, 2008 through June 30, 2009, the maximum obligation of County for all Contractor's performance as described in Exhibits D.1, D.2, and D.3, hereunder, is Three Hundred Thirty-One Thousand, Five Hundred Dollars (\$331,500), which is comprised of Two Hundred Seventy-One Thousand, Five Hundred Dollars (\$271,500) in Net County Cost and Sixty Thousand Dollars (\$60,000) in Federal funds. This sum represents the total maximum obligation of County as shown in Schedules 4.1, 4.2, and 4.3, attached hereto and incorporated herein by reference.

During the period effective July 1, 2009 through June 30, 2010, the maximum obligation of County for all Contractor's performance as described in Exhibits E.1, E.2 and E.3, hereunder, is Three Hundred Thirty-One Thousand, Five Hundred Dollars (\$331,500), which is comprised of Two Hundred Seventy-One Thousand, Five Hundred Dollars (\$271,500) in Net County Cost and Sixty Thousand (\$60,000) in Federal funds. This sum represents the total maximum obligation of County as shown in Schedule 5.1, 5.2, and 5.3, attached hereto and incorporated herein by reference.

During the period effective July 1, 2010 through June 30, 2011, the maximum obligation of County for all Contractor's performance as described in Exhibits F.1, F.2 and F.3, hereunder, is Three Hundred Thirty-One Thousand, Five Hundred Dollars (\$331,500), which is comprised of Two Hundred Seventy-One Thousand, Five Hundred Dollars (\$271,500) in Net County Cost and Sixth Thousand Dollars (\$60,000) in Federal funds. This sum represents the total maximum obligation of County as shown in Schedules 6.1, 6.2, and 6.3, attached hereto and incorporated herein by reference."

- 5. Effective on the effective date of this Amendment, wherever it appears in the Agreement, the term "Department of Health Services" shall be replaced by the term "Department of Public Health".
- 6. Effective on the effective date of this Amendment, wherever it appears in the Agreement, the term DHS shall be replaced by the term DPH.
- 7. Effective on the effective date of the Amendment, Exhibits D.1, D.2, D.3 and Schedules 4.1, 4.2 and 4.3 for the period July 1, 2008 through June 30, 2009 shall be attached hereto and incorporated herein by reference.
- 8. Effective on the effective date of the Amendment, Exhibits E.1, E.2, E.3 and Schedules 5.1, 5.2 and 5.3 for the period July 1, 2009 through June 30, 2010 shall be attached hereto and incorporated herein by reference.
- 9. Effective on the effective date of the Amendment, Exhibits F.1, F.2, F.3 and Schedules 6.1, 6.2 and 6.3 for the period July 1, 2010 through June 30, 2011 shall be attached hereto and incorporated herein by reference.
- 10. Except for the changes set forth herein above, Agreement shall not be changed in any respect to this amendment.

/ / / / IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

#### COUNTY OF LOS ANGELES

| Ву                                |  |
|-----------------------------------|--|
| Jonathan E. Fielding, M.D. M.P.H. |  |
| Director and Health Officer       |  |
| AIDS HEALTHCARE FOUNDATION        |  |
| Contractor                        |  |
| Ву                                |  |
| Signature                         |  |
|                                   |  |
| Printed Name                      |  |
| Title                             |  |
| (AFFIX CORPORATE SEAL)            |  |
|                                   |  |
|                                   |  |

APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY COUNSEL RAYMOND G. FORTNER, JR. County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_ Gary T. Izumi, Chief Contracts and Grants Division

STD/ADMENDMENT 2/AHF/5.15.8.LM

## SEXUALLY TRANSMITTED DISEASE SCREENING, TREATMENT, CASE FINDING, AND EDUCATIONAL SERVICES AGREEMENT

#### Amendment No. 2

|    | THIS AMENDMENT is made and entered into this |                                                              |  |
|----|----------------------------------------------|--------------------------------------------------------------|--|
| of | , 2008,                                      |                                                              |  |
|    | by and between                               | COUNTY OF LOS ANGELES (hereafter "County"),                  |  |
|    | and                                          | LOS ANGELES GAY AND LESBIAN CENTER (hereafter "Contractor"). |  |

WHEREAS, reference is made to that certain document entitled "SEXUALLY TRANSMITTED DISEASE SCREENING, TREATMENT, CASE FINDING, AND EDUCATIONAL SERVICES AGREEMENT", dated October 1, 2005, and further identified as Agreement No. H-701701, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, on May 30, 2006, the County of Los Angeles Board of Supervisors approved separating Public Health from the Department of Health Services ("DHS"), creating a new Department of Public Health ("DPH") effective as of July 6, 2006; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend the term and make other hereafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. This Amendment shall be effective July 1, 2008.
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- 4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, of the Agreement body, shall be revised to add subparagraphs 4, 5 and 6 as follows:
  - "3. During the period effective July 1, 2008 through June 30, 2009, the maximum obligation of County for all Contractor's performance as described in Exhibits D.1, D.2, and D.3, hereunder, is Four Hundred Twenty Thousand, Two Hundred Fifty-Three Dollars (\$420,253), which is comprised of Three Hundred Thirty-Three Thousand, Five Hundred Dollars (\$333,500) in Net County Cost and Eighty-Six Thousand, Seven Hundred Fifty Three (\$86,753) in Federal funds. This sum represents the total maximum obligation of County as shown in Schedules 4.1, 4.2, and 4.3 attached hereto and incorporated herein by reference.

During the period effective July 1, 2009 through June 30, 2010, the maximum obligation of County for all Contractor's performance as described in Exhibits E.1, E.2, and E.3, hereunder, is Four Hundred Twenty Thousand, Two Hundred Fifty-Three Dollars (\$420,253), which is comprised of Three Hundred Thirty-Three Thousand, Five Hundred Dollars (\$333,500) in Net County Cost and Eighty-Six Thousand, Seven Hundred Fifty Three (\$86,753) in Federal funds. This sum represents the total maximum obligation of County as shown in Schedules 5.1, 5.2, and 5.3 attached hereto and incorporated herein by reference.

During the period effective July 1, 2010 through June 30, 2011, the maximum obligation of County for all Contractor's performance as described in Exhibits F.1, F.2, and F.3, hereunder, is Four Hundred Twenty Thousand, Two Hundred Fifty-Three Dollars (\$420,253), which is comprised of Three Hundred Thirty-Three Thousand, Five Hundred Dollars (\$333,500) in Net County Cost and Eighty-Six Thousand, Seven Hundred Fifty

Three (\$86,753) in Federal funds. This sum represents the total maximum obligation of County as shown in Schedules 6.1, 6.2, and 6.3 attached hereto and incorporated herein by reference."

- 5. Effective on the effective date of this Amendment, wherever it appears in the Agreement, the term "Department of Health Services" shall be replaced by the term "Department of Public Health".
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- 7. Effective on the effective date of the Amendment, Exhibits D.1, D.2, D.3 and Schedules 4.1, 4.2 and 4.3 for the period July 1, 2008 through June 30, 2009 shall be attached hereto and incorporated herein by reference.
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- 10. Except for the changes set forth herein above, Agreement shall not be changed in any respect to this amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

|                                                                                            | COUNTY OF LOS ANGELES                                                  |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
|                                                                                            | By<br>Jonathan E. Fielding, M.D. M.P.H.<br>Director and Health Officer |
|                                                                                            | LOS ANGELES GAY AND LESBIAN CENTER Contractor                          |
|                                                                                            | By                                                                     |
|                                                                                            | Signature                                                              |
|                                                                                            | Printed Name                                                           |
|                                                                                            | Title                                                                  |
|                                                                                            | (AFFIX CORPORATE SEAL)                                                 |
| APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY COU RAYMOND G. FORTNER, JR. County Counsel | UNSEL                                                                  |
| APPROVED AS TO CONTRACT ADMINISTRATION:                                                    |                                                                        |
| Department of Public Health                                                                |                                                                        |
| By Gary T. Izumi, Chief Contracts and Grants Division STD/AMENDMENT2/LAGLC/5.15.8.LM       |                                                                        |

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